CITY OF FAIRFIELD

RESOLUTION NO. 2012 - 193

RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO GHILOTTI CONSTRUCTION, FOR THE EAST-WEST 36-INCH WATER TRANSMISSION PIPELINE SEGMENT 5D PROJECT

WHEREAS, the bid opening for the East-West 36-inch Water Transmission Pipeline Segment 5D Project took place on June 19, 2012; and

WHEREAS, the apparent low bidder was Ghilotti Construction Company, Inc., in the amount of \$2,513,916.80; and

WHEREAS staff has reviewed the bid from Ghilotti Construction Company, Inc. and found it to be in order.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the East-West 36-inch Water Transmission Pipeline Segment 5D Project are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Ghilotti Construction Company, Inc., for the East-West 36-inch Water Transmission Pipeline Segment 5D Project in the amount of \$2,513,916.80.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 21st day of August 2012, by the following vote:

AYES:	COUNCILMEMBERS:	Price/Vaccaro/Bertani/Moy/Mraz
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None
		MAYOR T. Price
A TTEOT		MAYOR

ATTÆST:

Starette Bellinder

pw

CITY OF FAIRFIELD STATE OF CALIFORNIA

PROPOSAL

EAST-WEST WATER TRANSMISSION PIPELINE SEGMENT 5D

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the Contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and Contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within fifteen (15) days of receipt of such notice execute a formal Contract agreement with the City of Fairfield, with necessary bonds and certificate and City standard form endorsement of insurance. He also agrees that, in the case of default in executing the Contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the Contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **200 calendar days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by

the Engineer. The undersigned further agrees to a compensation for any additions or deductions cause accurate measurement or by any changes or alterativork.	ed by variation in quantity due to more
Bidder acknowledges receipt of the following addenda:	: _
	- -

EAST-WEST WATER TRANSMISSION PIPELINE SEGMENT 5D BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION (INCLUDES CONFIRMING THE LOCATION OF EXISTING UTILITIES)	LS	1	60,900-	60,900 -
2	TRAFFIC CONTROL	LS	1	8,100 -	8,100-
3	EROSION CONTROL AND SWPPP	LS	1	14,000 -	14,000-
4	UTILITY TRENCHING AND BACKFILL	LF	4,703	50-	235,150-
5	SHORING	LS	1	40,000-	40,000-
6	54-INCH STEEL CASING (BORE AND JACK)	LF	76	1,945-	147,820-
7	36-INCH WATER TRANSMISSION PIPELINE	LF	4,779	324-	1,548,396-
8	36-INCH BUTTERFLY VALVE	EA	1	21,500-	21,500-
9	8-INCH COMBINATION AIR VALVE	EA	3	15,000-	45,000-
10	8-INCH BLOW-OFF ASSEMBLY AND COVER	EA	3	10,000-	30,000-
11	ACCESS MANHOLE (INCLUDES LADDER)	EA	5	13,000 -	65,000-
12	CATHODIC PROTECTION (INCLUDES ADJUSTMENT OF EXISTING SEGMENT 5B RECTIFIER)	LS	1	60,000	60,000-
13	TESTING AND SANITIZING OF PIPING SYSTEM	LS	1	17,000-	17,000 -
14	COLD PLANE ASPHALT CONCRETE PAVEMENT (TAPER GRIND)	LF	6,968	1.60	11,148.80
15	BASE FAILURE REPAIR	CY	50	70-	3,500 -
16	PAVEMENT REINFORCING FABRIC	SY	13,780	1.90	26,182-
17	ASPHALT CONCRETE OVERLAY	TN	2090	78-	163,020-
18	ADJUST MANHOLE TO GRADE	EA	9	450-	4050 -
19	ADJUST VALVE BOX TO GRADE	EA	11	350 -	3850-
20	TRAFFIC STRIPING	LS	1	9,300-	9,300-

Total = $\frac{2,513,916.80}{}$

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid. \nearrow

EAST-WEST WATER TRANSMISSION PIPELINE SEGMENT 5D

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this Contract, the following list of subcontractors is submitted with the proposal and made a part thereof. The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be performed	Percent of Total
1) PACIFIC BORING P.O. B=x 727 CARUTHERS, CA	553794	BORE & JACK	2%
2) DEAN'S WELDING 2165 MARDAVIDA LANE FALLBROOK/CA	863477	WELDING	2%
3) PACIFIC NORTHWEST OIL P.O. BOX 6930 STOCKTON, CA 95206	705296	PRF	1%
4)			
5)			

Note: Attach additional sheets if required.

Welded Steel Pipe or	Concrete Pressure Pipe Supplier	(write in Manufacturer' Name)
		,

AMERON		
	Name	

EAST-WEST WATER TRANSMISSION PIPELINE SEGMENT 5D

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1)			
2)			
3)			
4)			
5)			

Note: Attach additional sheets if required.

Welded Steel Pipe or Concrete Pressure Pipe Supplier	(write in Manufacturer' Name)
Name	

EAST-WEST WATER TRANSMISSION PIPELINE SEGMENT 5D

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1)			
2)			
3)			
4)			
5)			

Note: Attach additional sheets if required.

<u>Welded Steel Pipe or Concrete Pressure Pipe Supplier</u>	(write in Manufacturer' Name)
Name	

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Thomas Smith, be is Estimating Manager	eing first duly sworn of <u>GhiloHi</u> Cons	, deposes and says truction Comp	that he or she
the party making the foregoing bid, that th	ne bid is not made in	the interest of, or o	n behalf of, any
undisclosed person, partnership, compan			
is genuine and not collusive or sham; the			
solicited any other bidder to put in a false			
conspired, connived, or agreed with any			
anyone shall refrain from bidding; that the sought by agreement, communication, of	ie bidder nas not in	any manner, direc	tly or indirectly,
bidder or any other bidder, or to fix any o			
that of any other bidder, or to secure a			
Contract of anyone interested in the prop	osed Contract: that	all statements cont	ained in the bid
are true; and further, that the bidder has	not, directly or indire	ectly, submitted his	or her bid price
or any breakdown thereof, or the conte	ents thereof, or div	ulged information of	or data relative
thereto, or paid, and will not pay, any fee	to any corporation,	partnership, compa	iny association,
organization, bid depository, or to any me	mber or agent there	of to effectuate a co	ollusive or sham
bid.			
I certify (or declare) under penalty of per	riury under the laws	of the State of Ca	lifornia that the
foregoing is true and correct.			
. 1		()	Thomas Cusidle
6/18/17	(wass	. Suul	Thomas Smith
(Date)	(Signature)	· · · · · · · · · · · · · · · · · · ·	
	(=.3)	Estimating Ma	nager

NOTE: THIS FORM MUST BE NOTARIZED.

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202** ☑ See Attached Document (Notary to cross out lines 1–6 below) ☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary) Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any) State of California Subscribed and sworn to (or affirmed) before me County of Sonoma by LAURA V. HIDALGO proved to me on the basis of satisfactory evidence Commission # 1805719 to be the person who appeared before me (.) (,) Notary Public - California (and Sonoma County My Comm. Expires Jul 30, 2012 Name of Signer proved to me on the basis of satisfactory evidence to be the person who appeared before me.) Signature Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Signer(s) Other Than Named Above: _

Title or Type of Document:

Document Date:

Number of Pages:

Top of thumb here

OF SIGNER #2
Top of thumb here

Ghilotti Construction Company, Inc. 246 Ghilotti Avenue, Santa Rosa, CA 95407 (707) 585-1221 **Thomas Smith** Signature of Responsible Official **Estimating Manager** Contractor's License: a. Class: A, C8, C12, C21, C42, HAZ b. Number: <u>644515</u> c. Expiration Date: <u>5-31-14</u> FEI Number: <u>68-0273222</u>

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

> Chilotti Construction Company, Inc. Richard W. Ghilotti- President, Treasurer Stacy L Magill- Secretary



Corporate Resolution to Execute Proposals

Resolved that this Corporation, Ghilotti Construction Company, hereby approves and appoints Richard W. Ghilotti, President of Ghilotti Construction Company, Brian Ongaro, Vice President of Ghilotti Construction Company, Ali Yazdi, VP, General Manager of Ghilotti Construction Company, Stacy L. Magill, Secretary of Ghilotti Construction Company, and Tom Smith, Estimating Manager of Ghilotti Construction Company for the purpose of executing in the name of this corporation, any and all bid documents and Bidder's Bonds.

Resolved further, that any and all actions taken by Richard W. Ghilotti, Brian Ongaro, Ali Yazdi, Stacy L. Magill and Tom Smith in executing said bid documents and Bidder's Bonds be, and they hereby are, ratified and approved, and all such Proposals and bonds and documents are hereby adopted as binding obligations of this corporation.

I, Stacy L. Magill, Secretary of Ghilotti Construction Company, a corporation incorporated under the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of resolutions of the Board of Directors of the said corporation, duly and regularly passed and adopted at a special meeting of the Board of Directors of the said corporation which was duly and regularly called and held in all respects as required by law, and by the bylaws of the said corporation, at the office thereof on the 2nd day of November, 2004, at which special meeting a majority of the board of Directors of the said corporations was present and voted in favor of said resolutions.

IN WITNESS WHEREOF, I have hereto set my hand as such Secretary and affixed the corporate seal of the said corporation, this 7th day of May, 2012.

Stacy L. Magill
Secretary

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

EAST-WEST WATER TRANSMISSION PIPELINE SEGMENT 5D

WHEREAS Ghilotti Construction Company, Inc.
246 Ghilotti Avenue, Santa Rosa, CA 95407
(Name and address of Bidder) ("Contractor") desires to submit a bid to City for the work.
WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.
NOW, THEREFORE, we, the undersigned Contractor, as Principal, and
Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
(Name and address of Surety) ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety,
are held and firmly bound unto City in the penal sum of Ten Percent of Total Amount Bid

Dollars (\$ 10% of Bid), being not less than ten percent (10%) of the total
bid price, in lawful money of the United States of America, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a Contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 25, 2012	
"Contractor"	"Surety"
Ghilotti Construction Company, Inc.	Liberty Mutual Insurance Company
By: James Smith	By: Title Jana B. Pilgard, Attorney in Fact
By: Estimating Manager	By:

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

(Seal)

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	1
	}
County of Screen	
On Jac 18 2012 before me, L	Here Insert Name and Title of the Officer
personally appeared homas	Name(s) of Signer(s)
Though the information below is not require	who proved to me on the basis of satisfactor evidence to be the person(s) whose name(s) is/arr subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that be his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature: Signature: Signature: Signature of Notary Public
and could prevent fraudulent ren Description of Attached Document	noval and reattachment of this form to another document.
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	
Corporate Officer — Title(s):	
☐ Individual RIGHT TI- OF S	IUMBPRINT individual RIGHT THUMBPRINT IGNER OF SIGNER
☐ Partner — ☐ Limited ☐ General Top of the	numb here Partner — Limited General Top of thumb here
Attorney in Fact	Attorney in Fact
Trustee	Trustee
Guardian or Conservator	Guardian or Conservator
Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

ACKNOWLEDGMENT

State of California County of Placer	
OnMay 25, 2012 before me, _	Kathy Rangel, Notary Public (insert name and title of the officer)
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	ne laws of the State of California that the foregoing
WITNESS my hand and official seal.	KATHY RANGEL E
Signature Hatty Rangel	(Seal)

To confirm the validity of this Power of Attorney call 1-610-839-8940 hetween 9-00 am and 4-30 nm FST on anv hiisiness dav

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY **BOSTON, MASSACHUSETTS** POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:	That Liberty Mutual Insurance Compar	ny (the "Company"), a Massachusetts stock insuranc
company, pursuant to and by authority of the By-law	and Authorization hereinafter set forth, doc	es hereby name, constitute and appoint

company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint
DONA LISA BUSCHMANN, JANA B. PILGARD, ROBERT D. LAUX, KATHY RANGEL, ALL OF THE CITY OF
ROSEVILLE, STATE OF CALIFORNIA
, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding THREE HUNDRED MILLION AND 00/100*********************************
execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.
That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 27th day of April 2011

LIBERTY MUTUAL INSURANCE COMPANY

Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 27th day of April , <u>2011</u>, before me, a Notary Public, personally came <u>Garnet W. Elliott,</u> to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Publin Plymouth Twp., Montgomery County My Commission Expires March 28, 2013 Marcher, Perossylvama Association of featuries

CERTIFICATE

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this ${
m May}$



David M. Carey, Assistant Secretary

CITY OF FAIRFIELD STATE OF CALIFORNIA

EAST-WEST WATER TRANSMISSION PIPELINE SEGMENT 5D

Addendum No. 1

June 14, 2012

This constitutes Addendum No. 1 to the Contract Documents for the EAST-WEST WATER TRANSMISSION PIPELINE SEGMENT 5D. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

ADDITIONAL ITEMS

1) Supplemental geotechnical recommendations for East-West 36" Water Transmission Pipeline Segment 5D are available on the City website, which can be accessed by following the following link: http://www.fairfield.ca.gov/civica/filebank/blobdload.asp?BlobID=8090

PROJECT SPECIFICATIONS

Instructions to Bidders (white section):

2) Insert new Item 19. <u>Construction and Demolition Waste Collection and Recycling</u> as follows:

"In order to comply with the California Integrated Waste Management Act of 1989, Assembly Bill 939, the City of Fairfield requires that permitted construction and demolition projects recycle fifty percent (50%) of all materials generated by the projects to divert projects waste from local landfills.

Bidders are required to complete the Construction and Demolition ("C&D") Waste Checklist, as attached as an appendix, herein referred to as "the Checklist". The Checklist is intended to assist contractors in identifying the types and quantities of materials that will be generated as a result of the project so that diversion outlets can be located for these materials. If the Checklist is not submitted with the sealed bid, the apparent low bidder, second low bidder and third low bidder shall submit the Checklist to the City of Fairfield, Public Works Department, at 1000 Webster Street, Fairfield, CA 94533, not later than 2:00 p.m. on the third (3rd) working day following the bid opening. The Checklist shall be submitted in a sealed envelope mark "C&D Checklist" with the project name and submittal date

indicated on the envelope. Failure to submit the required Checklist within the time allotted shall be grounds for finding the bid proposal non-responsive. Other bidders need not submit a Checklist unless requested to do so by the City. The City reserves the right to request additional information, as necessary, from the apparent lowest bidder.

The Contractor must complete the C&D Waste Recycling Report (i.e., "the Report") prior to project acceptance. The completed form must be accompanied by the official weight tags or receipts verifying the information provided in the Report which must be submitted to the City of Fairfield's Construction Manager, 1000 Webster Street, Fairfield, CA 94533. Failure to provide the Report will delay project acceptance.

The City further requires that the Contractor or its designated subcontractor in charge of C&D collection and transportation be authorized to do so pursuant to Chapter 9 of the Fairfield Municipal Code prior to the submission of the bid."

Special Provisions (goldenrod section):

3) Replace Section 122.0. <u>DISPOSAL OF MATERIALS</u> with the following:

"All materials not specifically designated for reuse, salvage, stockpiling or disposal on-site shall become the property of the Contractor and shall be suitably disposed of off-site in accordance with all applicable laws, ordinances, rules and regulations, unless otherwise directed by the City Engineer.

All asphaltic and base rock materials removed from the roadway or other excavations shall be properly disposed of off-site. No asphaltic material will be allowed as backfill unless stated otherwise in writing.

The following shall be added as Section 5.10 of the General Provisions, "The Contractor shall not submit a bid, until the Contractor or its subcontractor designated to collect and transport construction and demolition ("C&D") waste has become authorized to do so by entering into a Collection Agreement approved by the City of Fairfield pursuant to Chapter 9 of the Fairfield Municipal Code." This change implements the Contract requirement that the Contractor recycle, at a minimum, fifty percent (50%) of all materials (measured by weight) generated by its demolition and/or construction activity to comply with the California Integrated Waste Management Act of 1989, Assembly Bill 939. The Contractor or its subcontractor shall contact the Public Works Department at (707) 428-7489 to obtain a Collection Agreement and become authorized to collect and transport construction and demolition waste.

Payment to the Contractor for all costs associated with disposal of materials shall be considered included in the various Contract Bid Items and no additional compensation will be allowed.

4) Clarification in Disposal of Materials:

At this time, the City does not have a disposal site available to accept clean trench spoils.

5) Replace Item 128.0.E. with the following.

"As-Built Plan Set of piping, valves, connections to existing water transmission facilities and manhole installation. The As-Built Plan Sets shall indicate the type of transmission pipeline installed."

6) Insert new Section 130.0 AS-BUILT PLAN SET, as follows:

"An As-Built Plan Set, separate from the Construction Plan Set, shall be kept on-site by the Contactor and be made available at the job-site during business hours for inspection by the City Engineer. The Contractor shall update the As-Built Plan Set weekly by recording any changes as the Project proceeds. New plan sheets (if any) shall be incorporated into the As-Built Plan Set at the appropriate location. Deleted sheets (if any) shall be kept in the Set, but stricken out across the entire page and labeled "SHEET DELETED" in two-inch high red capital letters. Upon written final acceptance from the City Engineer, the Contractor shall submit the final marked up As-Built Plan Set for review and approval. As-built plans shall be resolved with the City and turned in to the City Engineer for approval prior to the payment of the final pay estimate and Project acceptance.

Payment to the Contractor for all costs associated with As-Built Plan Set work shall be included in the various Contract Bid Items and no additional compensation will be allowed."

Technical Specifications (green section):

7) Traffic Control Section: Insert new 1.3 B(9)

'Shoring and plates will be required on all bore and jack pits during nonworking hours.'

8) Traffic Control Section: Insert new 1.8(L)

'Two-way traffic may be shifted to one side of the roadway during the project with relieve crossing for residents on the opposite side of the street. At Birchwood Court, where the water line shifts from the north side of roadway to the south side, median modification may be necessary to accommodate traffic. No additional compensation will be allowed.'

Details (Yellow Section)

Add City Detail No. 22 (attached). 9)

PROJECT PLANS

- Clarification on Sheet C1 Caution Note: 10) Note 5 - Potholing is only required where excavation is within 10 feet of the Kinder Morgan fuel pipeline.
- Clarification on Sheet 3-7: 11) In plan view, all notes referring to 6 foot wide taper grind shall refer to detail 10/C7 instead of 9/C7.

APPROVED:

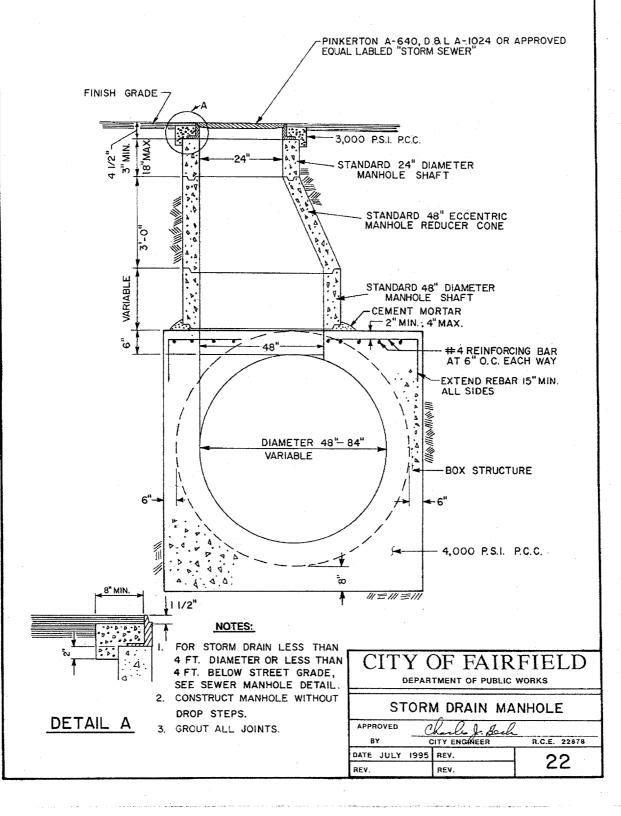
wanson, P.E.

ACKNOWLEDGEMENT:

CONTRACTOR

Thomas Smith - Estimating Huneger Ghildti Construction Company

STORM DRAIN MANHOLE (CAST-IN-PLACE PIPE)



CITY OF FAIRFIELD

STATE OF CALIFORNIA

<u>APPENDIX</u>

East-West Water Transmission Pipeline, Segment 5D

Construction	and	Demolition	Debris	Materials	Checklist	App.	1
Construction	and	Demolitions	Recycl	lina Repor	t	Agg.	2

to be submitted per instruction in

Construction & Demolition Debris Materials Checklist Add # \

Project/Permit #:	<u> </u>
Project Address:	·
Applicant:	
	Fax:
Type of Project: □ New Construction □ Repai	
Project Size: sq. ft.	
projects. All contractors are required to complete this checklist	projects recycle at minimum 50% of all project materials generated by their t prior to obtaining a building or demolition permit. At the conclusion of the cover at a landfill or all tons recycled and disposed by material type and file a Fairfield Public Works Department prior to project acceptance.
Please check all materials to be generated as a r	esult of this project and estimate quantities:
Material Type	Estimated Quantities (Specify tons or cubic yards, if possible)
□ Alternative Daily Cover	
□ Asphalt	
□ Brick	
□ Cardboard	
□ Concrete	
□ Dirt / Clean Fill	
□ Drywall / Sheetrock	
□ Lumber	<u> </u>
□ Plastic	<u> </u>
□ Roofing Materials	
□ Metals	
□ Green Waste	· · · · · · · · · · · · · · · · · · ·
□ Salvaged Items (i.e. fixtures, lumber, windows, etc.)	
□ Other Materials (please list):	
y	
Check here that you understand that you must also considered acceptance. Call 707.428.7489 for technical assistant	complete a Construction and Demolition Recycling Report prior to project ince after reading all forms.
Signature:	Date:

Return completed form to: City of Fairfield Public Works Department, 1000 Webster St., Fairfield, CA 94533.

For assistance with this form, please call 707.428.7489.



Construction & Demolition Recycling Report

Contractors must complete and submit this form prior to project acceptance.

Permit / Project #:				Date:	
Job Site Address:		Zip Code:			
Company:				Contact Name	
Mailing Address:				Contact Phone	#:
					sq. ft.
1 Toject Ivaine.				Troject Size.	
Type of Project:	□ Construction	□ Demolition	□ Roofing	□ Plumbi	ing 🗆 Other
ou must provide offici	Amount Recycled / Reused (in tons or %)	Amount Disposed (in tons or %)	Hauler or Final (account document weight tags or rece attache	ation, official eipts must be	Method of Transport (Self-Haul or site collection)
ternative Daily Cover	(in tons or 76).	(III tons of 76)	attache	<u> </u>	
phalt					
ick					
ırdboard					
oncrete / Grinding					
rt / Clean Fill			-		- Mar
ywall / Sheetrock					, , , , , , , , , , , , , , , , , , , ,
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reen Waste lvaged Items ther (please specify) otes:		·			

.

Date: __

Return completed form to: City of Fairfield Public Works Department, 1000 Webster St., Fairfield, CA 94533

For assistance with this form, please call 707.428.7489.

Contractor Signature:

Construction & Demolition Recycling Report

Conversion Table

To calculate the percentage of materials recycled and/or reused:

To determine the percentage of materials recycled/reused, divide the number of tons which were recycled/reused by the TOTAL tonnage generated by this job.

Percent Recycled/Reused =

recycling + reused tons

recycling tons + reused tons + disposed tons

Example:

1 ton recycling + 1 ton reused

= 0.5 (multiply 0.5 by 100 = 100%)

1 ton recycling + 1 ton reused + 2 tons disposal

Salvaged Materials:

Please estimate the quantity of material recycled/reused. Your estimates should be provided in tons.

Example:

25 pounds \div 2000 pounds = 0.02 tons

How to convert pounds to tons:

To convert pounds to tons, divide the number of pounds by 2000 pounds. 1 ton = 2,000 pounds

Example:

700 pounds \div 2000 pounds = 0.35 tons

How to convert cubic yards to tons:

Select the type of material recycled/reused from the chart to the right.

Multiply the corresponding number by the total number of cubic yards recycled/reused.

1 cubic yard of asphalt = 0.69 tons

Example: 5 cu. yds. of asphalt = $5 \times 0.69 = 3.45$ tons

Please call 707-428-7489 for further assistance.

Material Type	Tons per Cubic Yard
Asphalt	0.69
Brick	1.51
Cardboard	0.05
Concrete	0.93
Dirt/Clean Fill	1.00
Drywall/Sheetrock	0.20
Lumber	0.17
Plastic	0.17
Roofing Materials	0.21
Metals	0.45
Mixed Materials	0.25
Green Waste	0.05





Contractor's License Detail - License # 644515

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (<u>B&P 7124.6</u>) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	644515		Extract Date 6/21/2012			
and the second of the second o	GHILOTTI CONSTRUCTION COMPANY INC					
Business Information	Business Phone Number: (707) 585-1221					
		246 GHILOTTI AVENUE SANTA ROSA, CA 95407				
Entity	Corporation	AND A CONTRACT OF THE PROPERTY				
Issue Date	05/08/1992	. So more to a Second College and advanced model to the contract of the contra	and a second which which can be a second of the control of the con			
Expire Date	05/31/2014					
License Status	ACTIVE					
Liouriou otatao	This license	e is current and active. All in	formation below should be reviewed.			
	CLASS	DESCRIPTION				
	Α	GENERAL ENGINEERIN	NG CONTRACTOR			
	C-8	CONCRETE				
Classifications	C12	EARTHWORK AND PAY	<u>/ING</u>			
	C21	BUILDING MOVING, DE	MOLITION			
	C42	SANITATION SYSTEM				
and the second s	CERT	DESCRIPTION				
Certifications	HAZ	HAZARDOUS SUBSTAN	ICES REMOVAL			
independent of the green of the first of the second course of the first second second second second second second	CONTRAC	TOR'S BOND	e or modern de martine, control from the control of			
	This license filed a Contractor's Bond with					
	INTERNATIONAL FIDELITY INSURANCE COMPANY.					
Bonding	Bond Number: 0458391					
	Bond Amount: \$12,500					
		Date: 05/01/2008				
	Contractor	r's Bond History				

BOND OF QUALIFYING INDIVIDUAL

The Responsible Managing Officer (RMO) GHILOTTI RICHARD WILLIAM certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.

Effective Date: 05/08/1992

This license filed Bond of Qualifying Individual number 5961891 for ONGARO BRIAN WILLIAM in the amount of \$12,500 with SAFECO INSURANCE COMPANY OF AMERICA.

Effective Date: 01/01/2007

BQI's Bond History

WORKERS' COMPENSATION

This license has workers compensation insurance with OLD REPUBLIC GENERAL INSURANCE CORPORATION

Workers' Compensation

Policy Number: AICW94681209

Effective Date: 04/02/2012

Expire Date: 04/02/2013

Workers' Compensation History

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List Other Licenses

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Chan, Sharon W

From:

Tom Smith [Tom@ghilotti.com] Monday, July 09, 2012 8:40 AM

Sent: To:

Chan, Sharon W

Subject:

Authorized C&D Company for Ghilotti

Hello Sharon,

Per our conversation, Ghilotti Construction Company will be listing Industrial Carting as our Authorized Collector chosen from the City of Fairfield provided list of Authorized C&D companies. This is in regard to our East / West Water Transmission Main - Segment 5D.

If you have any questions I can be reached at 707-585-1221

Thomas Smith
Estimating Manager
Ghilotti Construction Company

Construction & Demolition Debris Materials Checklist

Project/Permit #: East-West Water Transmission Pipeline Segment 5D Project Address: Fairfield, CA Applicant: Ghilotti Construction Company, Inc. (707) 585-1601 Fax: Phone: (707) 585-1221 □ Demolition Type of Project: X New Construction □ Repair □ Alteration □ Addition Project Size: 124,200 The City of Fairfield requires that construction and demolition projects recycle at minimum 50% of all project materials generated by their projects. All contractors are required to complete this checklist prior to obtaining a building or demolition permit. At the conclusion of the project, the contractor must report all tons diverted as alternative cover at a landfill or all tons recycled and disposed by material type and file a Construction and Demolition Recycling Report with the City of Fairfield Public Works Department prior to project acceptance. Please check all materials to be generated as a result of this project and estimate quantities: Estimated Quantities (Specify tons or cubic yards, if possible) **Material Type** ☐ Alternative Daily Cover 1,037 TONS Asphalt □ Brick □ Cardboard □ Concrete 11,200 CY Dirt / Clean Fill □ Drywall / Sheetrock □ Lumber □ Plastic □ Roofing Materials □ Metals □ Green Waste ☐ Salvaged Items (i.e. fixtures, lumber, windows, etc.) ☐ Other Materials (please list): _____ Check here that you understand that you must also complete a Construction and Demolition Recycling Report prior to project X acceptance. Call 707.428.7489 for technical assistance after reading all forms.

Thomas Smith - Estimating Manager

Signatur

Return completed form to: City of Fairfield Public Works Department, 1000 Webster St., Fairfield, CA 94533.

Date:

6/21/12

For assistance with this form, please call 707.428.7489.



ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 21st day of August 2012, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and GHILOTTI CONSTRUCTION COMPANY, INC, party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

SCOPE OF WORK

1)

2)

3)

4)

5)

Specific Provisions.

Special Provisions.

General Provisions.

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

EAST-WEST WATER TRANSMISSION PIPELINE SEGMENT 5D

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

a.	Plans prepared for same by <u>C+D Infrastructure Engineers</u>
	numbered C1 through C12 and CP-1 through CP-5 (17 sheets total)
	and dated May 2012
b.	Advertisement for Bids.
C.	The Accepted Bid, dated 6/18/2012
d.	Instructions to Bidders.
e.	Specifications consisting of:

City of Fairfield Standard Details and Specifications, 1998 edition.

Standard Specifications issued by State of California, Department of

Transportation, Division of Highways, dated May 2005.

f. Performance Bond, dated August 24 , 2012.

g. Labor and Material Bond, dated August 24 , 2012.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of Contractor or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **200** calendar days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the Contractor as "Liquidated Damages" (LDs) an amount equal to **One Thousand Dollars** (\$1000) for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

EAST-WEST WATER TRANSMISSION PIPELINE SEGMENT 5D BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION (INCLUDES CONFIRMING THE LOCATION OF EXISTING UTILITIES)	LS	1	\$60,900.00	\$60,900.00
2	TRAFFIC CONTROL	LS	1	\$8,100.00	\$8,100.00
3	EROSION CONTROL AND SWPPP	LS	1	\$14,000.00	\$14,000.00
4	UTILITY TRENCHING AND BACKFILL	LF	4,703	\$50.00	\$235,150.00
5	SHORING	LS	1	\$40,000.00	\$40,000.00
6	54-INCH STEEL CASING (BORE AND JACK)	LF	76	\$1,945.00	\$147,820.00
7	36-INCH WATER TRANSMISSION PIPELINE	LF	4,779	\$324.00	\$1,548,396.00
8	36-INCH BUTTERFLY VALVE	EA	1	\$21,500.00	\$21,500.00
9	8-INCH COMBINATION AIR VALVE	EA	3	\$15,000.00	\$45,000.00
10	8-INCH BLOW-OFF ASSEMBLY AND COVER	EA	3	\$10,000.00	\$30,000.00
11	ACCESS MANHOLE (INCLUDES LADDER)	EA	5	\$13,000.00	\$65,000.00
12	CATHODIC PROTECTION (INCLUDES ADJUSTMENT OF EXISTING SEGMENT 5B RECTIFIER)	LS	1	\$60,000.00	\$60,000.00
13	TESTING AND SANITIZING OF PIPING SYSTEM	LS	1	\$17,000.00	\$17,000.00
14	COLD PLANE ASPHALT CONCRETE PAVEMENT (TAPER GRIND)	LF	6,968	\$1.60	\$11,148.80
15	BASE FAILURE REPAIR	CY	50	\$70.00	\$3,500.00
16	PAVEMENT REINFORCING FABRIC	SY	13,780	\$1.90	\$26,182.00
17	ASPHALT CONCRETE OVERLAY	TN	2090	\$78.00	\$163,020.00
18	ADJUST MANHOLE TO GRADE	EA	9	\$450.00	\$4,050.00
19	ADJUST VALVE BOX TO GRADE	EA	11	\$350.00	\$3,850.00
20	TRAFFIC STRIPING	LS	1	\$9,300.00	\$9,300.00

Total \$2,513,916.80

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Contract. This Contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF FAIRFIELD
By: New Manager GRA
GHILOTTI CONSTRUCTION COMPANY, INC, CONTRACTOR
Ву:
Richard W. Ghilotti - President Title
Licensed in accordance with an act providing for the registration of contractors.
Contractor's License: a. Class: <u>A, C8, C12, C21, C42, HAZ</u>
b. Number: <u>644515</u> c. Expiration Date: 5-31-2014

FEI Number: 68-0273222

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)			
Department:	partment:Date of Contract:		
	horized by Res. No.:Contract Expiration Date:		
Person Reviewing EDD Requirements:Phone:			
	When CITY executes an agreement for or makes payment to CONSULTANT in the amount of y one calendar year, CONSULTANT shall provide the following information to CITY to comply		
	ng business as a sole proprietorship, partnership, limited liability partnership, corporation, limited corporation or other form of organization.		
B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.			
 If CONSULTANT is doing busi tax identification number. 	ness as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal		
Dear Contracting Company:	***************************************		
Pursuant to your Contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.			
Please indicate the type of business and provide the information requested:			
BOX 1			
NAME AND ADDRESS			
FULL NAME	Ghilotti Construction Company, Inc.		
ADDRESS	246 Ghilotti Avenue		
CITY, STATE, ZIP	Santa Rosa, CA 95407		
AND			

BOX 2

х Вох	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	FEIN #68-0273222
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD